

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

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MICHELLE SHULTZ, individually
and on behalf of others similarly situated,

No.: 4:20-cv-4375-HSG

Plaintiff,

-against-

TTAC PUBLISHING, LLC,

Defendant.

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DECLARATION OF TY BOLLINGER

I, Ty Bollinger, being duly sworn, do hereby declare as follows:

1. I am over the age of 18 and have personal knowledge of all facts set forth in this declaration.


2. I make this declaration based on my own personal knowledge obtained through the course of my employment as Chief Financial Officer for TTAC Publishing, LLC (“TTAC”).

3. I am familiar with the allegations and the claims asserted by plaintiff, Michelle Shultz, and have conducted an investigation into the facts and circumstances giving rise to her claims.

4. TTAC is a limited liability company organized pursuant to the laws of the State of Nevada. It has its principal place of business at 166 DOGWOOD SPRINGS DR PORTLAND, TN 37148-5912 USA.

5. As part of TTAC’s ordinary business operations, it operates a website, <https://thetruthaboutcancer.com/>, through which TTAC offers certain products including, but not limited to documentaries and docu-series, for purchase by consumers. The checkout page that all

consumers are directed to in order to complete his/her purchase is the same regardless of which product(s) s/he selects. An HTML representation of the checkout page is depicted as follows:



Customer Information

Email

☒ Subscribe to our newsletter

Shipping Address

First name Last name

Company (optional)

Address Apt, suite, etc. (optional)

City

Country State Postal code

Phone

Billing Address

☒ Same as shipping address


☐ Use a different billing address

Shipping Method

☒ Digital: No shipping required \$0.00


Payment Information

All transactions are secure and encrypted

☒ Credit Card  and more...


Card number

Name on card MM / YY CVV

☐ 

☒ I agree to the [terms and conditions](#)

Complete Purchase




The Truth About PET Cancer Digital \$77.00

Coupon

Subtotal \$77.00

Shipping \$0.00

Total USD **\$77.00**



Here's EVERYTHING you get when you complete your order for Lifetime Digital Access to The Truth About Pet Cancer Digital Edition:

- ✓ LIFETIME digital access to all 7 episodes plus transcripts in PDF format for you to download or print.
- ✓ LIFETIME digital access to all 33 expert interviews plus FULL transcripts in PDF format for you to download or print
- ✓ MP3 audio recordings of the complete DVD series so you can listen anywhere on your computer, laptop, tablet or mobile phone
- ✓ PLUS A FREE BONUS GIFT: A second digital copy absolutely FREE to give or share with friends, family even your vet. Help us spread the truth about healing and preventing cancer in our pets.
- ✓ 22% SAVINGS! The suggested retail price for the Digital Edition is \$99. But during the debut of The Truth About PET Cancer, you'll pay \$77.00.

6. TTAC did not send Ms. Shultz the text messages of which complains, nor did it send any text messages to any of the class members that she seeks to represent in this case. It is TTAC's understanding, however, that the receipt of any text messages by Ms. Shultz and these potential class members resulted from their respective completed purchases on TTAC's website, after they provided their telephone numbers and agreed to the website terms and conditions in a process detailed for Ms. Shultz's purchasing experience, below.

7. On April 13, 2018, Michelle Shultz purchased one of TTAC's documentary films, The Truth About Pet Cancer, through TTAC's website.





8. To complete her purchase, Ms. Shultz provided the following personally identifying information on the website's checkout page:


First Name:	Michelle
Last Name:	Shultz
Address:	7172 Regional St Dubin, California 94568
Email Address:	michelle.t.shultz@gmail.com
Phone Number:	(925) 351-XXXX

9. In connection with completing the checkout process, TTAC provided Plaintiff with access to the website's terms and condition through a hyperlink as part of the disclaimer that reads "I agree to the terms and conditions" and which is conspicuously located directly above the "COMPLETE PURCHASE" button that a user clicks to finalize his/her purchase. A regenerated HTML representation of the portion of the checkout page containing the agreement to the website's terms and conditions, with a hyperlink to those terms and conditions, appears below:

Payment Information
All transactions are secure and encrypted


☒ Credit Card





 and more...

☐ 

☒ I agree to the [terms and conditions](#).

Complete Purchase

 Your Order is 100% Secure

10. The dispute resolution provision of the terms and conditions provides, *inter alia*, as follows:

As each country has laws that may differ from those of Tennessee, by accessing our website, you agree that the statutes and laws of Tennessee, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site. While we will make reasonable efforts to resolve any disagreements you may have with Company, if these efforts fail you agree that all claims, disputes or controversies against Company arising out of this User Agreement, or the purchase of any products or services (“Claims”) are subject to fixed and binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort) fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing an arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing an arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and Company agree in writing, and the arbitrator shall apply Tennessee [sic] law consistent with the Federal Arbitration Act. You shall not be entitled to join or consolidate Claims in arbitration by or against other users or to arbitrate any Claim as a representative or member of a class or in a private attorney general capacity.

11. The dispute resolution provision also includes a shortened statute of limitations in which to bring claims against TTAC as follows:

Any claim you have must be commenced within one (1) year after the date the Claim arises.

12. A true and accurate copy of the arbitration agreement in effect when Plaintiff completed her purchase on the website is attached as **Exhibit 1**. The terms and conditions have not substantively changed in the time since Plaintiff completed her purchase

13. The terms and conditions also contain a section titled “Class Action Waiver,” which provides as follows:

A YOU AGREE THAT, BY ENTERING INTO THIS USER AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. CLAIMS AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

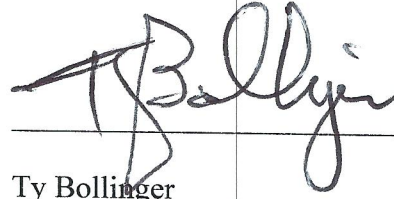
14. A true and accurate of the class action waiver provision in effect when Plaintiff completed her purchase on the website is attached as **Exhibit 2**. The terms and conditions have not substantively changed in the time since Plaintiff completed her purchase.

15. Ms. Shultz indicated her agreement to the terms and conditions by clicking the “Complete Purchase” button.

16. Like Ms. Shultz, all consumers who make purchases on TTAC’s website agree to the website terms and conditions, including the arbitration agreement, the class action waiver clause, and the shortened statute of limitations.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 20, 2020

A handwritten signature in dark ink, appearing to read "Ty Bollinger", is written over a horizontal line. The signature is stylized with a large, looped "B" and a cursive "y".

Ty Bollinger